

RESOLUTION
BY: CITY UTILITIES COMMITTEE

04- / -0808

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE A PROJECT MANAGEMENT AGREEMENT BETWEEN THE AND THE GEORGIA DEPARTMENT CITY OF ATLANTA TRANSPORTATION FOR DESIGN FOR VARIOUS LIVABLE CENTER **INITIATIVES INCLUDING RALPH ABERNATHY** (LCI) STREETSCAPE & INTERSECTION IMPROVEMENTS, ASHBY STREET **GREENBRIAR PARKWAY (LOWERY BLVD**) STREETSCAPE, PEDESTRIAN IMPROVEMENTS, LANGFORD PARKWAY/ SR 154/166 AT INTERSECTION, HEADLAND STREET CAMPBELLTON ROAD STREETSCAPE. **BOLTON** ROAD INTERSECTION IMPROVEMENT PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, the city of Atlanta has represented to the Georgia Department of Transportation a desire to make transportation improvements in the city of Atlanta for various Livable Center Initiatives including Ralph Abernathy Blvd Streetscape and Intersection Improvements, Ashby Street (Lowery Blvd) Streetscape, Greenbriar Parkway Pedestrian Improvements, Langford Parkway/SR 154/166 at Campbellton Road Intersection, Headland Street Streetscape and Bolton Road Intersection Improvement projects and;

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate by funding eighty percent of preconstruction engineering costs of the aforementioned projects as per Exhibit "A", with funds of the Georgia Department of Transportation and;

WHEREAS, the Georgia Department of Transportation has requested that the City of Atlanta participate in the preconstruction engineering activities as per Exhibit "A" of these projects by funding twenty percent of the costs directly related to the completion of design for these projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor be and is hereby authorized to enter into an appropriate Project Management Agreement with the Georgia Department of Transportation for the design of various Livable Center Initiatives including Ralph Abernathy Blvd Streetscape and Intersection Improvements, Ashby Street (Lowery Blvd) Streetscape, Greenbriar Parkway Pedestrian Improvements, Langford Parkway/SR 154/166 at Campbellton Road Intersection, Headland Street Streetscape, Bolton Road Intersection Improvement projects.

SECTION 2: That the City Attorney be and is hereby directed to prepare an appropriate contractual agreement in cooperation with the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.

SECTION 3: That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

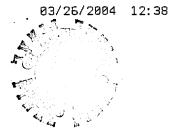
A true copy,

Mondo Daughin Johnson

Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

MAY 17, 2004 MAY 25, 2004



AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

AND

CITY OF ATLANTA

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This AGREEMENT is made and entered into this _____ day of ___ 2004, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the __City of Atlanta, acting by and through its Mayor and Board of Commissioners, hereinafter called the "SPONSOR",

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facilities described in Exhibit A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

- 1. The SPONSOR shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", utility relocations, right of way acquisitions as per a future Right of Way Agreement and construction as per a future Construction Agreement. Expenditures incurred by the SPONSOR and eligible for reimbursment by the DEPARTMENT shall not be considered reimbursible to the SPONSOR until execution of this agreement and written notice to proceed for each phase.
- 2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", right of way acquisitions as per a future agreement or construction as per a future construction agreement.
- 3. It is understood and agreed by the DEPARTMENT and the SPONSOR that the funding portion as identified in Exhibit "A" of this agreement only applies to the Preconstruction Engineering Activities. Additional agreements will be required to be

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executed by the DEPARTMENT and the SPONSOR for the funding portion of subsequent phases.

- 4. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.
- 5. The SPONSOR shall Certify that they have read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in attachment A of this Agreement and will comply in full with said provisions.
- 6. When applicable engineering invoicing can only be submitted following submittal and acceptance of project milestones. Project milestones are defined as approval of the Concept Report, Completion and verification of the Database Preparation, approval of the Environmental Document, submittal of Preliminary Plans for PFPR, approval of Right of Way plans, and submittal of Final Plans for letting.
- 7. The SPONSOR shall accomplish all of the design activities for the PROJECT.

 The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the

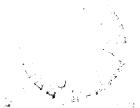


DEPARTMENT's Standard Specifications Construction of Transportation Systems, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to the following items:

- a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the SPONSOR as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the SPONSOR beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the SPONSOR as required by the DEPARTMENT and reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.
- b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.
- c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

- d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required as well as any environmental reevaluations required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.
- e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.
- f. Perform all surveys, mapping, soil investigation studies and pavement evaluations needed for design of the PROJECT.
- g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.
- h. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

- i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.
- j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.
- k. Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.
- 8. All Primary Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes.
- 9. The PROJECT construction and right of way plans shall be prepared in English units.



- 10. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.
- 11. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the SPONSOR of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.
- 12. The SPONSOR shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.
- 13. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

- 14. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.
- 15. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT and in accordance with the Contract for the Acquisition of Right of Way to be prepared by the DEPARTMENT and executed between the SPONSOR and the DEPARTMENT prior to the commencement of any right of way activities. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.
- 16. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the SPONSOR, the

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PROJECT shall be let for construction. The SPONSOR, unless shown otherwise on EXHIBIT A, shall be solely responsible for securing and awarding the construction contract for the PROJECT.

- 17. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.
- 18. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the SPONSOR.
- 19. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within 30 days shall cause the SPONSOR to assume all responsibility for construction delays



caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law, that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

- 20. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the SPONSOR does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.
- 21. This AGREEMENT is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

DEPARTMENT OF TRANSPORTATION

CITY OF ATLANTA

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

RECOMMENDED:	
	BY: (SEAL)
State Transportation Planning Administrator	Shirley Franklin, Mayor
Director, Transportation Planning,	Signed, scaled and delivered thisday of, 20,
Data, and Intermodal Development	in the presence of:
Chief Engineer	NOTARY PUBLIC
	This Agreement approved by the CITY OF ATLANTA at a meeting held at day of, 20
BY:Commissioner	, 20
	Municipal Clerk (Seal)
ATTEST:	RECOMMENDED:
Treasurer	Commissioner, Department of Planning & Community Development
APPROVED AS TO LEGAL FORM:	Chief Financial Officer
Office of Legal Services	APPROVED AS TO FORM:
	City Attorney
	FFIN

EXHIBIT "A" 4461, 4463, 4466, 4468, 6260, 6261, Fulton County

Project	Description	Project Type	Authorized PE Amount	Maximum Allowable Reimbursable to SPONSOR by GDOT for PR*	Responsibl pend	Responsible Parties (Subject to change pending future agreements)	ct to change ments)
				(80% of the Authorized Amount)	R/W Acquisition	Utilities Relocation	Construction Letting
STP-0004-60 (461) P.I. #0004461	Ralph David Abernathy Blvd. Streetscape and Intersection Improvements	Q23 LCI Ped.	\$148,500	\$118,800	City	City	City
STP-0004-00 (463) P.I. #0004463	Ashby Street (Lowery Blvd.) Streetscape	Q23 LCI Ped.	\$256,875	\$205,500	City	City	City
STP-0004-00 (466) P.I. #0004466	Greenbriar Parkway Pedestrian Improvements	Q23 LCI Ped.	\$477,000	\$381,600	City	City	City
STP-0004-00 (468) P.t. #0004468	Langford Parkway – SR 154/166 at Campbellton Road Intersection	Q23 LCI Ped.	\$150,000	\$120,000	City	City	City
STP-0006-00 (260) P.J. #0006260	Headland Street Streetscape	Q23 LCI P ed.	\$50,000	\$40,000	City	City	City
STP-0006-00 (261) P.I. #0006261	Bolton Road Intersection Improvements	Q23 LCI Ped,	\$125,000	\$100,000	City	City	City
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* NOTE: LOCALS WILL ONLY BE REIMBURSED 80% OF THE INVOICED AMOUNT UP TO BUT NOT TO EXCEED THE MAXIMUM ALLOWABLE GDOT REIMBURSIBLE AMOUNT.



ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I	am a principle and duly authorized representative of
whose address is	and it is also certified that:

I. PROCUREMENT REQUIREMENTS

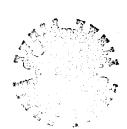
The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

- (a) 49 CFR Part 18 Section 36
 Uniform Administrative Requirements for Grants and Cooperative
 Agreements to State and Local Governments Procurement
- (b) 23 CFR 635 Subpart A Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.



- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of OMB Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

- (a) Non-Federal entities that expend \$ 300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.
- (b) Non-Federal entities that expend less than \$ 300,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- (c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.
 - (1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.
 - (2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.



(d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

Date	Signature

Atlanta City Council

Regular Session

CONSENT I PG(S) 1-13 EXCEPT:04-R-0876 04-R-0911 04-R-0835 04-R-0882 ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 0
EXCUSED: 0
ABSENT 1

Y Smith Y Winslow Y Shook Y Martin Y Norwood Y Starnes Y Archibong Y Muller B Maddox Y Willis Y Young Y Fauver Y Moore Y Mitchell

	3-01-04 Council Meeting
ITEMS ADOPTED ON	ITEMS ADOPTED ON
CONSENT	CONSENT
1. 04-O-0858	41. 04-R-0813
2. 04-O-0869	42. 04-R-0865
3. 04-O-0372	43. 04-R-0824
4. 04-O-0373	44. 04-R-0825
5. 04-O-0641	45. 04-R-0826
6. 04-O-0642	46. 04-R-0827
7. 04-O-0646	47. 04-R-0828
8. 04-O-0648	ITEMS ADVERSED
9. 04-O-0650	ON CONSENT
10. 04-O-0652	48. 04-R-0829
11. 04-O-0653	49. 04-R-0830
12. 04-O-0656	50. 04-R-0831
13. 04-O-0657	51. 04-R-0832
14. 04-O-0874	52. 04-R-0833
15. 04-O-0488	53. 04-R-0834
16. 04-O-0700	54. 04-R-0836
17. 04-O-0872	55. 04-R-0837
18. 04-O-0660	56. 04-R-0838
19. 04-O-0661	57. 04-R-0839
20. 04-O-0873	58. 04-R-0840
21. 03-R-2228	59. 04-R-0841
22. 04-R-0805	60. 04-R-0842
23. 04-R-0806	61. 04-R-0843
24. 04-R-0808	62. 04-R-0844
25. 04-R-0809	63. 04-R-0845
26. 04-R-0822	64. 04-R-0846
27. 04-R-0859	
28. 04-R-0882	
29. 04-R-0889	
30. 04-R-0369	
31. 04-R-0870	
32. 04-R-0876	
33. 04-R-0815	
34. 04-R-0847	·
35. 04-R-0862	
36. 04-R-0863	
37. 04-R-0821	
38. 04-R-0807	
39. 04-R-0811	
40. 04-R-0812	

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MAY S E 2004			Referred To:
			Date Referred
	Members	Members	PERSONAL PAPER REFER
MAYOR'S ACTION	Fav, Adv, Hold (see rev. side) Other	Fav, Adv, Hold (see rev. side) Other	
	Action	Action	_
MUNICIPAL CLERK	Chair	Chair	
Cold Production Selection	Date	Date	MAY 1 7 2004
MAY 1 7 2004 (1.1)	Committee	Committee	AND FOR OTHER PURPOSE ADOPTED BY
			INTERSECTION IMPROVEMENT PROJECTS;
	Refer To	Refer To	ECTION,
		Cair Muller	MPROVEMENTS, LANGFORD PARKWAY/SR
		Clota Hencelon	GREENBRIAR PARKWAY PEDESTRIAN
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	Fav, Adv, Hold (see rev. side) Other	Fay Adv, Hold (see rev. side)	A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE A
	Action	Action	BY: CITY UTILITIES COMMITTEE
	Chair	<u> </u>	A RESOLUTION
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	Committee	Committee	
P Consent U V Vote DRC Vote		ChairReferred To) W
□ 2nd □ 1st & 2nd □ 3rd		Committee	04- 🔊 -0808
FINAL COUNCIL ACTION	ading	First Reading	